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 Craig.M.Johnson@doj.state.or.us

Attorneys for Defendant State of Oregon

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE DISTRICT OF OREGON**

A.S. a pseudonym,

Plaintiff,

v.

STATE OF OREGON, by and through its Department of Human Services, RED ROCK CANYON SCHOOL, L.L.C., a limited liability company; RED ROCK CANYON SCHOOL NON-PROFIT ORGANIZATION, a foreign nonprofit; SEQUEL TSI HOLDINGS, LLC, a foreign limited liability company; SEQUEL YOUTH AND FAMILY SERVICES, LLC, a foreign limited liability company; VIVANT BEHAVIORAL HEALTHCARE, LLC, a foreign limited liability company; SEQUEL YOUTH SERVICES OF RED ROCK CANYON, LLC, a foreign limited liability company. MARILYN JONES, in her individual and official capacity; JANA MCLELLAN, in her individual and official capacity; GLENDA MARSHALL, in her individual and professional capacity; RYAN SANTI, in his individual and official capacity; GENA PALM, in her individual and professional capacity; and JOHN STUPAK, in his

Case No. 3:23-CV-01643-MO

**NOTICE OF SETTLEMENT**

individual and official capacity; and CARE  
YOUTH CORPORATION, a foreign  
corporation

Defendants.

Pursuant to ORS 17.095, the State of Oregon notifies the court that this action has been settled pursuant to the terms of a Settlement Agreement and Release, a copy of which is attached as Exhibit 1.

DATED October 8, 2024.

Respectfully submitted,

ELLEN F. ROSENBLUM  
Attorney General

*s/ Drew K. Baumchen*  
DREW K. BAUMCHEN #045032  
Senior Assistant Attorney General  
Trial Attorney  
Tel (971) 673-1880  
Fax (971) 673-5000  
Drew.Baumchen@doj.state.or.us  
Of Attorneys for Defendant State of Oregon

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS AGAINST ALL  
DEFENDANTS AND DISMISSAL OF ALL CROSS-CLAIMS**

This personal injury action is currently pending in U.S. District Court Case Number 3:23-CV-01643-MO (“Action”). The parties to this Action are [REDACTED] (“A.S.”), represented by Jeremiah Ross, Sequel TSI Holdings, LLC, Sequel Youth and Family Services, LLC, Sequel Youth Services of Red Rock Canyon, LLC, Ryan Santi (an individual), Gena Palm (an individual), John Stupak (an individual), represented by Eron Z. Cannon and Michelle Hyer, and the State of Oregon, Oregon Department of Human Services, Marilyn Jones, Jana, McLellan, and Glenda Marshall, represented by Drew K. Baumchen (“Parties”). The Parties have agreed to settle all claims against all defendants in this Action for the consideration set forth in this Settlement Agreement and Release of Claims (“Agreement”).

The terms of this Agreement are as follows:

**Settlement Payment:** (a) As consideration for Plaintiff’s Release of Claims, and on behalf of the Released Parties described below, the State of Oregon, by and through the Oregon Department of Administrative Services/Risk Management (“Risk Management”), shall pay plaintiff the sum of one-hundred and seventy thousand Dollars [\$170,000.00] (“settlement payment”). The settlement payment shall be made within thirty (30) days of the effective date of this Agreement. An IRS Form 1099 will be issued for the 2024 calendar year. The effective date of this Agreement is the date on which it is fully executed. (b) As consideration for Plaintiff’s Release of Claims, and on behalf of the Released Parties described below, Sequel TSI Holdings, LLC, Sequel Youth and Family Services, LLC, Sequel Youth Services of Red Rock Canyon, LLC, Ryan Santi (an individual), Gena Palm (an individual), John Stupak (an individual), shall pay plaintiff the sum of two hundred and fifty five thousand Dollars [\$255,000.00] (“settlement payment”). The settlement payment shall be made within thirty (30) days of the effective date of this Agreement. An IRS Form 1099 will be issued for the 2024 calendar year. The effective date of this Agreement is the date on which it is fully executed.

**Plaintiff's Release of Claims:** In consideration for the above settlement payment, plaintiff, individually and on behalf of any heirs, executors, administrators, successors, agents, and assigns agrees to release, acquit, and forever discharge all defendants and all those in interest with them, including the State of Oregon and all of its political subdivisions, agencies, departments, administrators, officers, current and former employees, agents, attorneys, and insurers, and Sequel TSI Holdings, LLC, Sequel Youth and Family Services, LLC, Sequel Youth Services of Red Rock Canyon, LLC, and all of its Sequel subdivisions, agencies, departments, administrators, officers, current and former employees, agents, attorneys, and insurers, Ryan Santi (an individual), Gena Palm (an individual), John Stupak (an individual) (collectively "Released Parties"), from any and all claims, demands, or causes of action, whether known or unknown, under any legal, equitable, or other theory, that were or could have been raised in this Action.

The release, acquittal, and discharge described above ("Release") includes any claims against the Released Parties - including the Oregon Department of Justice and Risk Management and Sequel TSI Holdings, LLC, Sequel Youth and Family Services, LLC, Sequel Youth Services of Red Rock Canyon, LLC, Ryan Santi (an individual), Gena Palm (an individual), John Stupak (an individual)- arising from the negotiation or execution of this Agreement. This Release also includes any damages (including past and future medical and mental health expenses, lost wages, impairment of earnings, emotional distress, pain and suffering, punitive damages, and any other compensatory, economic, noneconomic, nominal, or other forms of damage) and equitable relief (including injunctions or declaratory judgments), whether known or unknown, or which may develop after the effective date of this Agreement, and including any and all expenses (attorney fees, costs, and disbursements).

In further consideration of the above settlement payment, plaintiff, individually and on behalf of any heirs, executors, administrators, successors, agents, and assigns agrees to release, acquit, and forever discharge Care Youth Corporation and all those in interest with it, including

its, administrators, officers, current and former employees, agents, attorneys, and insurers, from any and all claims, demands, or causes of action, whether known or unknown, under any legal, equitable, or other theory, that were or could have been raised in this Action.

**State of Oregon and Care Youth Corporation's Release of All Cross-Claims:**

Pursuant to this Agreement, parties State of Oregon and Care Youth Corporation further agree to dismissal of any and all crossclaims filed against any party in this litigation. Dismissal of all crossclaims is made without costs to any party.

**Newly-Discovered Evidence:** The Parties agree that if, after the Effective Date of this Agreement, they discover evidence different from or in addition to the evidence which they now know of or possess, this Agreement remains in full force and effect.

**Each Party is Responsible for Own Attorney Fees and Costs:** The Parties acknowledge and agree that they are solely responsible for paying any attorney fees and costs they incurred and that neither the Parties nor their attorneys will seek any award of attorney fees or costs from the other Party.

**Plaintiff is Responsible for all Subrogation and Liens:** Plaintiff acknowledges that all subrogation and lien claims arising out of contract or under state or federal law-including, but not limited to, subrogation or lien claims of or related to health care providers, insurance carriers (including personal injury protection or "PIP"), workers' compensation carriers, attorneys, and any federal or state agency or programs such as Medicare, Medicaid, or Social Security-are the sole and separate obligation of plaintiff which plaintiff agrees to pay or otherwise resolve. Plaintiff will defend, indemnify and hold harmless the Released Parties from and against all such lien and subrogation claims brought against the Released Parties.

**Medicare Disclaimer and Waiver:** By signing below, plaintiff declares under penalty of perjury that: (1) plaintiff is not currently entitled to Medicare; and (2) none of the treatment received for the injury or injuries claimed in this Action (or related to the incident giving rise to this Action) or released in this Agreement were submitted to or paid for by Medicare. Plaintiff

wavers, releases, and forever discharges Released Parties from any obligations for any claim or future claim, known or unknown, arising out of the failure of Released Parties to provide for a primary payment or appropriate reimbursement to Medicare pursuant to 42 U.S.C. § 1395y(b)(3)(A), and plaintiff shall defend, indemnify and hold harmless the Released Parties for any claims arising out of arising out of 42 U.S.C. § 1395y(b). Plaintiff further understands this settlement may impact, limit or preclude plaintiff's right or ability to receive future Medicare benefits arising out of the injuries alleged in this lawsuit.

**No Tax Representations:** No party warrants or represents how the United States Internal Revenue Service ("IRS"), the Oregon Department of Revenue, or other governmental authority will treat the settlement payment for tax purposes, and agree that no further payment of money from Released Parties will be due in the event that the payments or the release of the claims embodied in this Agreement or any portion thereof is found by the IRS, the Oregon Department of Revenue, or other governmental authority to be, or result in, taxable income to any party. The Released Parties, as part of their reporting requirements, may have to communicate with the IRS, including submitting IRS form 1099. The Released Parties reserve the right to respond to inquiries by said authorities and to make any additional disclosures requested by the governmental authority or as required by law. Plaintiff is solely responsible for the tax consequences of settlement payment, and plaintiff agrees not to hold the Released Parties responsible for taxes due.

**Entire Agreement:** This Agreement contains and constitutes the entire agreement and understanding of the Parties, notwithstanding any and all prior negotiations, discussions, undertakings or agreements made in arriving at this Agreement. There are no representations, agreements, or inducements between the Parties except as set forth expressly and specifically in this Agreement.

**No Admission of Fault or Future Precedent:** The Parties agree that this Agreement is not to be construed as an admission or proof of any liability or fault whatsoever on the part of the

Released Parties. This Agreement does not establish a precedent in the settlement of any current or future grievance, claim of unfair labor practice, or other dispute among the Parties, and shall not be admissible as evidence in any future arbitration, administrative or court proceeding except in a proceeding brought to enforce the terms of this Agreement. In the event plaintiff pursues a claim waived or released pursuant to this Agreement, the Released Parties may plead this Agreement as an absolute defense.

**No Waiver:** The failure by any of the Parties to enforce at any time, or for any period of time, any one or more of the terms or conditions of this Agreement or a course of dealing between the Parties, shall not be a waiver of such terms or conditions or of such Party's right to enforce each and every term and condition of this Agreement.

**Invalidity:** This Agreement does not waive any right that may not legally be waived. If any provision contained in this Agreement shall for any reason be held to be invalid, illegal, void, or unenforceable in any respect, such provision shall be deemed modified so as to constitute a provision conforming as nearly as possible to such invalid, illegal, void, or unenforceable provision while still remaining valid and enforceable, and the remaining terms or provisions of this Agreement shall not be affected.

**Binding Agreement and Ownership of Claims:** This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors in interest, insurers and assigns. The Parties acknowledge that they have not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim, or any portion of interest of any claim, that was or could have been raised in this Action.

**Acknowledgment of the Terms of the Agreement:** By the signatures below, the Parties acknowledge that they have read and know the contents of this Agreement, that they fully understand the Agreement's terms, and that they enter the Agreement voluntarily for the purpose of making a full compromise and settlement. Each of the Parties further represents it has consulted or has had the opportunity to consult with legal counsel of its choice concerning the

legal effect of this Agreement before signing it, and that each party executes this Agreement voluntarily. Further, the persons executing and delivering the Agreement represent and warrant that they are fully authorized to do so, and that the execution of delivery of the Agreement is lawful and voluntary.

**Judgment of Dismissal with Prejudice:** The Parties agree to a dismissal of the pending Action with prejudice, without costs or fees to any party. Counsel for plaintiff shall file a Stipulation of Dismissal pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) within 10 days of receipt of the settlement payments. Additionally, counsel for the defendants shall file a Notice of Settlement with a copy of this Agreement attached pursuant to ORS 17.095. The Parties agree to execute these documents and any further documents and take any further actions, as may be reasonable and necessary, in order to carry out the purpose and intent of this Agreement.

**Waiver of Rule of Construction Against Drafter:** This Agreement was jointly drafted and approved by all Parties to this Agreement. Any rule that would otherwise require any ambiguities in this Agreement to be interpreted against the drafter(s) is hereby expressly waived.

(continued on next page)

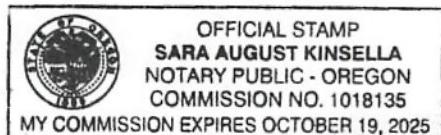
**Counterparts:** This Agreement may be executed in counterparts, including counterparts received by facsimile or electronic transmission, with each counterpart constituting an original. The executing Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original.

**IT IS SO AGREED TO BY THE PARTIES:**

AS  
\_\_\_\_\_  
Plaintiff  
("A.S.")

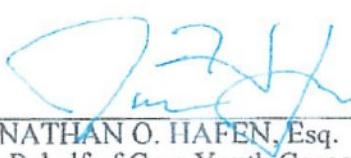
DATED this 30 day of September, 2024.

Subscribed and sworn to before me this 30<sup>th</sup> day of September, 2024, in the State of Oregon, County of Multnomah



  
Notary Public for Oregon  
My commission expires: 10/19/25

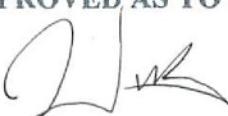
CAROLINE BURNELL  
Oregon Department of Human Services

  
JONATHAN O. HAFEN, Esq.  
On Behalf of Care Youth Corporation

DATED this \_\_\_\_\_ day of September, 2024.

  
DATED this 25<sup>th</sup> day of September, 2024.

**APPROVED AS TO FORM:**

  
JEREMIAH ROSS, OSB #105980  
Attorney for Plaintiff

DATED this 30<sup>th</sup> day of September, 2024.

**Counterparts:** This Agreement may be executed in counterparts, including counterparts received by facsimile or electronic transmission, with each counterpart constituting an original. The executing Parties agree that a photocopy or other signed copy of this Agreement is as effective as the original.

**IT IS SO AGREED TO BY THE PARTIES:**

\_\_\_\_\_  
Plaintiff  
("A.S.")

DATED this \_\_\_\_\_ day of September, 2024.

Subscribed and sworn to before me this \_\_\_\_\_ day of September, 2024, in the State of Oregon, County of \_\_\_\_\_.

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

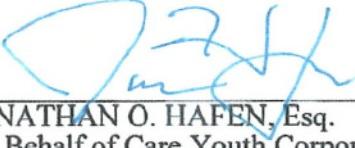
Caroline Burnell

Digitally signed by Caroline  
Burnell

Date: 2024.09.26 08:42:11 -07'00'

DATED this \_\_\_\_\_ day of September, 2024.

CAROLINE BURNELL  
Oregon Department of Human Services

  
JONATHAN O. HAFEN, Esq.  
On Behalf of Care Youth Corporation

DATED this 25<sup>th</sup> day of September, 2024.

**APPROVED AS TO FORM:**

JEREMIAH ROSS, OSB #105980  
Attorney for Plaintiff

DATED this \_\_\_\_\_ day of September, 2024.

s/*Drew K. Baumchen*

**DREW K. BAUMCHEN**, OSB #045032  
Senior Assistant Attorney General  
Attorney for Defendant State of Oregon



**ERON Z. CANNON**, OSB #14594  
Michelle Hyer, Pro Hac  
Attorney for  
Sequel Defendants, Santi, Palm and Stupak



**JONATHAN O. HAFEN**, Utah Bar# 6096  
Attorney for Care Youth Corporation

October  
DATED this 1st day of September, 2024.

DATED this 25<sup>th</sup> day of September, 2024.

DATED this 25<sup>th</sup> day of September, 2024.

## CERTIFICATE OF SERVICE

I certify that on October 8, 2024, I served the foregoing **NOTICE OF SETTLEMENT** upon the parties hereto by the method indicated below, and addressed to the following:

Jeremiah Ross  
 Ross Law L.L.C.  
 50 SW Pine St. #402  
 Portland, OR 97204  
*Of Attorney for Plaintiff*

HAND DELIVERY  
 MAIL DELIVERY  
 OVERNIGHT MAIL  
 SERVED BY E-FILING  
 E- MAIL DELIVERY:  
[Ross@RossLawLLC.com](mailto:Ross@RossLawLLC.com);  
[thorn@rosslawllc.com](mailto:thorn@rosslawllc.com)

Joseph Carlisle  
 Sara Ward  
 DUNN CARNEY ALLEN HIGGINS &  
 TONGUE LLP  
 851 SW 6th Ave. Suite 1500  
 Portland, OR 97204  
*Of Attorneys for Care Youth*

HAND DELIVERY  
 MAIL DELIVERY  
 OVERNIGHT MAIL  
 SERVED BY E-FILING  
 E- MAIL DELIVERY:  
[jcarlisle@dunncarney.com](mailto:jcarlisle@dunncarney.com)  
[sward@dunncarney.com](mailto:sward@dunncarney.com)

Eron Z. Cannon  
 Michelle Hyer  
 FAVROS Law, PLLC  
 3131 Elliot Avenue, Suite 300  
 Seattle, WA 98121  
*Of Attorney for Defendants Sequel TSI Holdings, LLC, Sequel Youth Services of Red Rock Canyon, LLC; Sequel Youth and Family Services, LLC, Ryan Santi, Gena Palm, and John Stupak*

HAND DELIVERY  
 MAIL DELIVERY  
 OVERNIGHT MAIL  
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 E- MAIL DELIVERY:  
[eron@favros.com](mailto:eron@favros.com);  
[michelleh@favros.com](mailto:michelleh@favros.com)  
[justin@favros.com](mailto:justin@favros.com)

s/ Drew K. Baumchen  
 DREW K. BAUMCHEN #045032  
 CRAIG M. JOHNSON #080902  
 Senior Assistant Attorney General  
 Trial Attorneys  
 Drew.Baumchen@doj.state.or.us  
 Craig.M.Johnson@doj.state.or.us  
 Of Attorneys for State Defendant